

The Honorable Benjamin H. Settle

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT TACOMA

TROY SLACK, JACOB GRISMER,
RICHARD ERICKSON, SCOTT PRAYE,
GARY H. ROBERTS, ROBERT P.
ULLRICH, HENRY LEDESMA, TIMOTHY
HELMICK, DENNIS STUBER, ERIC
DUBLINSKI, SEAN P. FORNEY,
individually and as Class Representatives,

CLASS ACTION

No. 3:11-cv-05843-BHS

FINAL JUDGMENT

Plaintiffs.

V.

**SWIFT TRANSPORTATION CO. OF
ARIZONA, LLC.**

Defendant.

For the reasons set forth in this Court's Final Approval Order in this matter as to the following class of persons:

All current and former Swift employee dedicated drivers who were assigned by Swift to a Washington position and/or terminal from July 18, 2008 through October 10, 2017; and who were paid by the mile and worked in excess of forty hours in a week; or who participated in and completed Swift's new driver Orientation Program in a Washington location; or who participated in Swift's Per Diem program for mileage-based drivers ("Class").

1 **JUDGMENT IS HEREBY ENTERED**, pursuant to Federal Rule of Civil Procedure 58,
 2 as to the above-specified Class, Plaintiffs Troy Slack, Jacob Grismer, Richard Erickson, Scott
 3 Praye, Gary Roberts, Robert P. Ullrich, Timothy Helmick, Dennis Stuber, Sean Forney, Henry
 4 Ledesma, and Eric Dublinski (“Plaintiffs”), and Defendant Swift Transportation Company of
 5 Arizona LLC (“Swift”) on the terms and conditions of the Class Action Settlement Agreement
 6 and Release (the “Settlement Agreement”) and Amendment No. 1 to the Class Action Settlement
 7 Agreement and Release (Amendment No. 1) approved by the Court’s Final Approval Order,
 8 dated February 14, 2019.

9 The Court, for purposes of this Final Judgment, adopts the terms and definitions set forth
 10 in the Settlement Agreement, with Amendment No. 1, incorporated into the Final Approval
 11 Order. The Court further confirms that consistent with Amendment No. 1, “Dedicated Driver”
 12 means any current or former employee driver who was assigned by Swift to a terminal and/or
 13 customer facility physically located in the State of Washington and, during that assignment,
 14 drove routes for a single specified customer account. The Court also further confirms that
 15 consistent with Amendment No. 1 to the Settlement Agreement, “Dedicated Drivers” means
 16 those who have been identified by the means specified in Amendment No. 1 to the Settlement
 17 Agreement.

18 All Released Claims of Plaintiffs and the Class are hereby released as against Swift and
 19 the Released Parties, as defined in the Settlement Agreement.

20 The claims of Plaintiffs and the Class are dismissed on the merits and with prejudice in
 21 accordance with the Court’s Final Approval Order.

22 Plaintiffs and the Class are forever barred and permanently enjoined from directly,
 23 indirectly, representatively, or in any other capacity filing, commencing, prosecuting, continuing,
 24 litigating, intervening in, participating in as class members or otherwise, or receiving any
 25 benefits or other relief from, any lawsuit or arbitration, or other proceeding against any of the
 26 Released Party in any jurisdiction based on the Released Claims.

27 The Parties shall bear their own costs and attorneys’ fees, except as otherwise set forth in
 28 the Final Approval Order.

1 This document constitutes a final judgment and separate document for purposes of
2 Federal Rule of Civil Procedure 58(a).

3 The Court finds, pursuant to Rule 54(a) of the Federal Rules of Civil Procedure, that this
4 Final Judgment should be entered and that there is no just reason for delay in the entry of this
5 Final Judgment as to Plaintiffs, the Class, and Swift. Accordingly, the Clerk is hereby directed to
6 enter Judgment forthwith.

7 **IT IS SO ORDERED.**

8 **JUDGMENT ENTERED** this 14th day of February, 2019.

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BENJAMIN H. SETTLE
United States District Judge

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14 *Presented by:*

15 HAGENS BERMAN SOBOL SHAPIRO LLP

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